

**Bryce Canyon National Park
Commercial Use Authorization Program
Application**

Information for Applicants

Thank you for your interest in the Commercial Use Authorization (CUA) program at Bryce Canyon National Park. New procedures have been established an interim guidelines, 16USC 5966 (Public Law 105-391 section 418).

Please read your attachments A and B, these are conditions of the authorization and will be followed appropriately.

The following criteria must be met prior to approval and issuance of a Commercial Use Authorization:

1. Activities authorized must be appropriate to the mission of the park particularly with regard to resource protection, visitor protection and interpretation, in accordance with 16 USC 5966. In addition, the use will not be a derogation of the values and purposes for which the park was established.
2. The CUA must not be used to circumvent the planning process of the park or to authorize activities that will have a negative impact on park resources.
3. The authorized activity and service provided must be consistent with the purpose for which the park area was established.
4. The number of CUAs will not be limited at this time, but this could change if environmental indicators lead us to reevaluate the activities proposed. If the park established a limit capacity for the area requested for the use, and such statement has been published in a Resource Management Plan or Park Master Plan, then the number of CUAs may be limited to fairly accommodate both the commercial and non-commercial use.
6. The commercial aspects of the services, except for the service itself, must occur outside of the park, including marketing, advertising, use or construction of temporary or permanent structures, the negotiation of compensation with the customer, or the solicitation or receipt of money or other compensation.
7. This CUA will not give you permission to construct any temporary or permanent structures in the park and will not be assigned any facilities or portion thereof, located in the park, except as allowed to the general public.
8. The services provided must not conflict with the preferential rights provided under any concession contract(s).
9. Only those activities that contribute to achieving public enjoyment of wilderness values and that provide opportunities for primitive and unconfined types of recreation may be authorized in wilderness areas.

Enclosed you will find the following forms and attachments:

Application – **MUST BE COMPLETED AND RETURNED** prior to CUA issuance
Attachment A- Conditions of Authorization
Attachment B- Special Conditions (Specific type of activity)
Attachment C- Trip Itinerary

The following materials must be completed and/or submitted prior to approval or denial of the application:

- A. Application Form and Trip Itinerary (attachment C).
- B. A current Certificate of Insurance and **policy endorsements** documenting adequate comprehensive general liability insurance covering both bodily injury and property damage (see Attachment A, Conditions of Authorization, #16, for amount of coverage). Proof of Workers' Compensation.

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- C. A current Certificate of Insurance and **policy endorsements** documenting adequate automobile liability insurance for vehicles used in your operation (see Attachment A, Conditions of Authorization, #4, for amount of coverage).

Both policies must name the **UNITED STATES GOVERNMENT** as additional insured on the Certificate of Insurance. The policy endorsement to be used is CG 20 26: Covers the Additional Insured with respect to liability arising out of the Named Insurer's operations. Both policies must state that the **UNITED STATES GOVERNMENT** will be provided with a ten day written notice of cancellation. Both policies must state there is ***no right of subrogation against the UNITED STATES GOVERNMENT***. Please submit copies of these endorsements. Previous year certificate are not transferred to current. They must be resubmitted each year.

- D. An itinerary specifying times and general locations of group activities within the park (see Attachment C, Trip Itinerary). Must be used, catalogs are to time consuming to view your full itineraries.
- E. A copy of any advertising brochures or material should be provided. If Internet web sites are used, please provide URL address.
- F. A list of Instructors/tour leaders, copy(s) of first aid certification (CPR and Basic First Aid).
- G. A list of Vehicle(s) and License plate number(s).
- H. A copy of your safety leaflet addressing all aspects of the trip/tour safety.
- I. Check made payable to the "**National Park Service**" in the amount of:
- **\$250.00.** This amount includes a non-refundable and non-renewal application fee of \$100.00, a \$100.00 administrative fee, and a \$50.00 monitoring fee.
- J. Other conditions to follow:
- You must have a copy of the CUA in possession of your instructor/tour leaders while in the park; suggest one copy per instructor/tour leader. We also like you to meet with Park personnel prior to the first tour for additional information exchange.
 - The term of the CUA will not exceed two years. At the end of the calendar year you are **required** to complete and submit to Bryce Canyon National Park, the enclosed Attachment D, and Commercial Use Authorization Annual Survey. This will accompany your CUA, after approval and please do not alter this form.
 - Please review the enclosed **Conditions of Authorization - Attachment A** and **Attachment B - Special Conditions** for your CUA. Failure to observe these conditions will result in revocation of your authorization to do business inside Bryce Canyon National Park.

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If you wish to apply for a CUA, complete the following application and mail along with items listed previous pages to:

Bryce Canyon National Park
Attn: CUA Coordinator
P.O. Box 640201
Bryce, UT 84764-0201

For CUA-specific questions, contact Jan Stock, CUA Coordinator at (435) 834-4741, or, jan_stock@nps.gov.
For general park information; contact Bryce Canyon at (435) 834-5322, or, brca_information@nps.gov.

APPLICATION FOR COMMERCIAL USE AUTHORIZATION

Person of Contact: _____ Date: _____

Company Name: _____

Mailing Address: _____

Street Address (If different from above): _____

Business Telephone: _____ FAX: _____

Cell: _____ Other # _____

Email Address: _____

It is ***required*** to have your Tax Identification Number (TIN) and the proper name of your Company. It is also required to put your TIN on your check or money order also.

Company Name: _____

Tax ID# _____

Explain type of activities for which you are applying: (i.e. Interpretive/Guided Hiking Groups, Bicycle Tour Groups, Motorcycle Tour Groups, Photography/Painting Workshops, Taxi/Recreational Shuttle Services)

Signature: _____ Date: _____

ATTACHMENT A
BRYCE CANYON NATIONAL PARK
COMMERCIAL USE AUTHORIZATION
CONDITIONS OF THIS AUTHORIZATION

1. **The Commercial Use Authorization (CUA)** holder shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
 - a. This CUA is applicable only for the use of the area(s) and terms designated in Attachment B.
 - b. The National Park Service will not approve the rates of the CUA holder.
 - c. The CUA holder must obtain all permits or licenses of State or local governments, as applicable, necessary to conduct the business activities specified above and must operate in compliance with all pertinent Federal, State, and local laws and regulations.
 - d. The CUA holder and all participants authorized herein must comply with all of the conditions of the CUA including all exhibits or amendments or written directions of the park Superintendent.
 - e. This CUA does not authorize the CUA holder to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.
 - f. The CUA holder is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation.
 - g. The CUA holder will have none of the rights or privileges of PL 89-249, and will not be considered a concessionaire to the National Park Service.
2. **DAMAGES** - The CUA holder shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the CUA holder is authorized.
 - a. The area(s) authorized for use under this CUA must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the Superintendent.
 - b. CUA holder will comply with applicable public health and sanitation standards and codes.
 - c. The CUA holder shall be liable for any damages to any Government property resulting from these activities.

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COMMERCIAL USE AUTHORIZATION
CONDITIONS OF THIS AUTHORIZATION

3. **PAYMENT:** We require the advance payment by the CUA holder of **\$250.00**, which includes a \$100.00 Application Fee, \$100.00 Administrative Costs Fee, and \$50.00 Monitoring Fee, for the length of the CUA. Road based Commercial Tour Buses/Vans who pay the Commercial Entrance Fee are exempt from paying these fees.
4. **INDEMNIFICATION:** The CUA holder shall save, hold harmless, defend and indemnify the United States Government, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever. And by whomsoever made, arising out of the activities of the CUA holder, his employees, subcontractors or agents under this CUA.
- a. The CUA holder shall purchase at a minimum the types and an amount of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Director may require during the term of this CUA.
 - b. The CUA holder shall provide the Superintendent with a Statement of Insurance and Certificate of Insurance at the inception of this CUA and annually thereafter, and shall provide the Superintendent thirty (30) days advance written notice of any material change in the CUA holder's insurance program hereunder.
 - c. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate or otherwise insufficient for any reason whatsoever.
 - d. **PUBLIC LIABILITY:** The CUA holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the CUA holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$1,000,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the CUA holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.
 - i. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States Government and shall provide that the United States Government is named an additional insured.
 - ii. The CUA holder shall also obtain the following coverages at the same limits as required for comprehensive general liability insurance unless other limits are specified:
 - 1. **Product (General) liability - \$1,000,000 per occurrence (single activity)**

**ATTACHMENT A
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CONDITIONS OF THIS AUTHORIZATION**

2. **Automobile liability to cover all owned, non-owned, and hired vehicles: \$1.5 million for 7-15 passengers, \$5.0 Million for 16+ passengers.**
3. **Workman's compensation**
5. **ASSIGNMENT:** The CUA may not be transferred, extended or assigned under any circumstances.
6. **REVOCATION:** The CUA may be revoked at any time at the discretion of the Superintendent without compensation to the CUA holder or liability to the United States.
7. **ANNUAL REPORT (Survey, attachment D):** By no later than December 31 of each year, the CUA holder shall submit an annual report, which summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this CUA, gross revenues are defined as:
 - a. The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the CUA. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by the CUA.
 - b. Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this CUA.
8. **MITIGATION:** The area(s) authorized for use under this CUA must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the Superintendent.
9. It is expressly understood that the CUA holder is subject to any and all special conditions attached. [Attachment B.]
10. **Please, do not alter the documents in this packet in any way.**

ATTACHMENT B
GUIDED HIKING TOURS
COMMERCIAL USE AUTHORIZATION (CUA)
SPECIAL CONDITIONS

1. **Closures and Public Use Limits:** The following areas are closed or restricted as indicated below. Additional locations may be closed or restricted by the posting of appropriate signs:
 - a. Areas beyond barriers, fences, railings, and closure signs are closed to the public.
 - b. Off-trail geologic features including hoodoos, arches, bridges and cliff faces are closed to walking, climbing, ascending, descending, rappelling or traversing.
 - c. The Maintenance area, Water Tank area, Mixing Circle area, and roads leading thereto are closed to the general public, except foot or horseback traffic through the Mixing Circle on the established trail. (No foot or horseback traffic is allowed through the boundary fence at the Mixing Circle.)
 - d. Operators of street-legal motor vehicles shall enter or leave the park with such vehicles only on the following designated roads: Utah Hwy 63 and 12.
 - e. The following are closed areas: Service roads to the rear of the headquarters building and to Yovimpa Pass and pumping station.
 - f. The following are closed to picnicking: North Campground, Sunset Campground, and Visitor Center Building and parking area.
 - g. Parking and stopping along park roads is prohibited except at designated parking areas or pull-offs.
 - h. All trailers are prohibited at Bryce Point and Paria View. Trailers should be dropped off in the overflow parking area at North Campground.
 - i. All traffic control devices (signs and markings) are enforceable. Parking spots signed "Bus Only" are for motorcoach parking only. Use parallel parking spots at Sunset Point if using a vehicle pulling a trailer. If those spots are full, then clients may have to be dropped off and the vehicle parked at the overflow parking area.
2. **Speed Limits:** The speed limits for the following areas are established as prescribed below:
 - a. Main Park Road: 20-45 miles per hour (depending on exact location), or as posted by signs.
 - b. The vicinity of the Entrance Stations, Lodge Loop Road and Fairyland Road: 20-25 miles per hour (depending on exact location), or as posted by signs.
 - c. Road to Bryce Point: 35 mph, or as posted by signs.
 - d. Campground areas: 10 miles per hour, or as posted by signs.
3. **Restrooms and Drinking Water:**
Restrooms/drinking water can be found at the following locations:
 - a. Visitor Center (open all year)
 - b. Bryce Canyon Lodge (Closed in Winter)
 - c. Sunrise Point General Store (Closed in Winter)
 - d. North and Sunset Campgrounds (North is open all year)
 - e. Sunset Point (Open all year)
 - f. Inspiration Point (No drinking water/Closed in Winter)
 - g. Farview Point (No drinking water)
 - h. Rainbow Point (No drinking water)

- i. Mossy Cave Trail (No drinking water)
 - j. Peekaboo Loop Trail (No drinking water/Closed in Winter)
4. **No Right of Renewal:** No right of renewal attaches hereto. Upon expiration of this permit, the viability of this service inside the park shall be reviewed and the Superintendent shall determine if authorization of this service shall continue under a Commercial Use Authorization. If a determination is made to continue this type of authorization, CUA holder may then apply for a new permit.
 5. **Accidents:** All accidents are to be reported to the nearest ranger station as soon as possible.
 6. **Tour Leaders:** The information provided to participants shall include a review of **safety recommendations** printed in the park publications: “Bryce Canyon, Official Map and Guide” and the “Hoodoo” newspaper. These current publications are available upon arrival at the park. Tour leaders shall be certified in first-aid care as well as fully acquainted with park regulations, and support compliance with said regulations. **Tour Leaders shall have a copy of the Commercial Use Authorization with them at all time while in the Park.**
 7. **Search and Rescue Expenses:** The CUA holder shall pay the cost for search and rescue efforts the park conducts on their behalf beyond everyday budgeting park expenses.
 8. **Entrance Fees:** Entrance fees shall be paid on an individual basis in accordance with park policy. *All trip participants/riders must stop at the entrance station and identify your company. They are not allowed to go through the shuttle/emergency lane. Checks must have the company’s TIN number on it or SSN on personal checks.*
 9. **Program Itineraries:** Prior to the CUA holder’s beginning operation, a detailed program itinerary specifying times and Specific locations of group activities within the park shall be provided to the Park. Location areas are subject to approval. Due to traffic congestion during certain times of the year and safety considerations, areas selected will dictate number of vehicles allowed.
 10. **Monitoring:** The Superintendent shall have the right to monitor CUA holder’s tours for compliance with all aspects of this permit. Tour leaders shall carry a copy of the approved Commercial Use Authorization and present it to any park official upon request. Monitoring costs are charged as part of the total fee. These costs start when the CUA holder arrives in the area to perform the permitted use and ends when the permitted use is over and the CUA holder leaves the area. This includes all costs for personnel and material, as well as all follow up needed in returning the area to its original condition, e.g. a Park Ranger would cost an estimated \$50 per hour for monitoring. Monitoring costs may vary depending on the park staff involved.
 11. **Soil Erosion:** The CUA holder shall take adequate measures, as directed and approved by the Superintendent, to restrict and prevent soil erosion on the lands covered hereby and shall utilize such lands so as not to contribute to erosion on adjoining lands.

12. **Operational Requirements:**

- (a) Numbers and Separation of Student Groups: Instruction inside the park is not to exceed 6 students per group in addition to an instructor and an assistant. No more than one group shall be present at any instruction location in the park at any given time.
- (b) Specific Activities Allowed/Disallowed: Technical and artistic instruction shall be pertinent to the scenic, natural and cultural resources of the park. All vehicles must be kept on established roadways, and there shall be no interference with pedestrians or other traffic in the park.
- (c) Protection of Park Resources: Alteration of any park features (to allow set-up of equipment, enhance setting, etc.) is strictly prohibited. Littering is prohibited. Participants are to leave as little evidence of their workshop use as possible and properly dispose of refuse. The CUA holder shall be liable for any damages to property of the United States resulting from the activities authorized hereunder.

13. **Guided Hiking:** Commercial guided hikes are allowed within the park by permit

only. Hiking groups will stay together at all times and remain on established trails. Gathering on the edge of or off established trails may cause the trampling of vegetation and other damage to the natural resources. Frequent stopping on the trails is discouraged as it may lead to congestion and interrupt the travel of other individuals.

14. **Wildlife:** **DO NOT FEED THE WILDLIFE**—this disrupts natural processes the NPS is trying to preserve. Respect the space needed by all wildlife species. Use binoculars and view animals from a distance that does not result in avoidance or flight behavior. Intentionally approaching mammalian wildlife is limited to a distance no closer than 100 feet.

15. **Superintendent's Compendium (attached):** All Compendium regulations, Federal, and State laws also apply.

ATTACHMENT C

**BRYCE CANYON NATIONAL PARK
COMMERCIAL USE AUTHORIZATION
TRIP ITINERARY**

Business Name: _____

Commercial Use Authorization Number: _____

Dates of entire tour: _____

Date of arrival in Bryce Canyon National Park: _____

Date of departure from Bryce Canyon National Park: _____

Camping in Bryce Canyon National Park? _____ Yes _____ No

Number of tour participants (including employees): _____

Charge per person: _____

Names of Trip Leaders:

Trip leaders' first-aid qualifications - please send prior to first trip, PLEASE DO NOT FAX...

Attach a list of Vehicle(s) and License Plate number (s)

In case of emergency, contact:

Name: _____

Telephone: Office - _____ Home - _____

Name: _____

Telephone: Office - _____ Home - _____

Signature and Title

Date